



MEMORANDUM OF UNDERSTANDING
CITY OF ROCKLIN
AND
ROCKLIN FIREFIGHTER'S UNION LOCAL 3847

February 1, 2006 - January 31, 2011

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APPENDICES

APPENDIX A. SALARY SCHEDULE

MEMORANDUM OF UNDERSTANDING

CITY OF ROCKLIN AND ROCKLIN FIREFIGHTER'S UNION LOCAL 3847

ENTERED into this _____ day of _____, 2006 by the CITY OF ROCKLIN, a municipal corporation of the State of California (hereinafter referred to as "City") and the ROCKLIN FIREFIGHTER'S UNION LOCAL 3847 (hereinafter referred to as "Union") as follows:

RECITALS

Parties hereto have met and conferred in good faith pursuant to the provisions of the Meyers-Milias-Brown Act of the State of California and the Employer-Employee Relations Policy of the City.

Parties hereto wish to memorialize their understanding concerning those wages, hours, and terms and conditions of employment which were the object and subject of such meet and confer sessions.

NOW, THEREFORE, the parties hereto do adopt this Memorandum of Understanding (hereinafter referred to as "MOU") as follows:

SECTION I-GENERAL

ARTICLE 1. DEFINITIONS.

1. Base Rate – The employee's hourly rate, with no additional incentives.
2. City - The City of Rocklin.
3. Day - A period of time between any midnight and the midnight following unless defined differently in a particular article or section.
4. Employee - A member of the Union.
5. Grievance – (Pursuant to Article 45, Grievance Procedure) - A claimed violation, misapplication, or misinterpretation of a specified provision of this MOU which adversely affects the grievant or a perceived violation of the employees' rights under the Meyers-Milias-Brown Act.
6. Grievant - (Pursuant to Article 45, Grievance Procedure) - An employee in the Union who is filing a grievance as defined above. Alleged violations, misapplications or misinterpretations which affect more than one employee in a substantially similar manner may be consolidated at the discretion of management as a group grievance and thereafter represented by a single grievant.

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7. Meyers-Milias-Brown Act (M.M.B.) - Chapter 10 of Division 4 of Title 1 of the Government Code, commencing with Section 3500, having to do with employer-employee relations as the same reads or as it may be amended to read.

8. MOU - This Memorandum of Understanding.

9. Overtime Hours – Hours worked in excess of the regular schedule. Overtime hours may include shift extension, extra shift assignment, and special assignment.

10. Overtime Rate – The employee's base rate plus any special forms of compensation.

11. Personnel Rules - The rules and regulations for personnel and employees of the City, as adopted and amended by the City Council.

12. Premium Pay – Half of the employee's overtime rate.

13. Reasonable Suspicion – (Pursuant to Article 46, Drug, Alcohol, and Substance Abuse Policy) - A belief based on objective and articulated facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.

14. Skelly Officer – The City Manager or his/her designee.

15. Supervisor – The individual who is directly responsible for the day-by-day assignment, review of performance, and direction of the work of an employee.

16. Union - Rocklin Firefighter's Union Local 3847.

17. Working Day – A day the City Manager's office is open for business.

ARTICLE 2. EMPLOYEE RIGHTS.

The provisions of the MOU shall be applied equally to all employees without favor or discrimination because of race, color, creed, age, sex, marital status, national origin, ancestry, political or religious opinions or affiliations or physical or mental disability.

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ARTICLE 3. RECOGNITION.

The City recognizes the Union as the exclusive representative for full-time employees that are assigned to the classifications of Fire Captain, Fire Engineer, and Firefighter. Firefighter Apprentices are excluded from the provisions of this MOU.

ARTICLE 4. TERM

I. Term of Agreement:

This MOU shall be effective as of the first day of February 2006, and shall remain in full force and effect through January 31, 2011 or until replaced by a successor agreement. This MOU may be extended beyond January 31, 2011 by mutual agreement of the parties.

II. Compensation and benefits shall be retroactive to February 1, 2006 except as otherwise specified.

ARTICLE 5. PRIOR AGREEMENTS SUPERSEDED

This Agreement is intended as a MOU setting forth in full the entire agreement between the City and the Union regarding the matters covered hereby. All prior MOUs or agreements concerning the subjects of this MOU shall be null and void. All rights, privileges, and benefits not expressly changed by this MOU remain unchanged.

ARTICLE 6. PERSONNEL RULES

The Personnel Rules of the City are no longer incorporated within this MOU. The City agrees to meet and confer with the Union over any proposed change to the wages, hours, and working conditions of employees in the bargaining unit prior to presenting it to the City Council for consideration, approval, and adoption.

ARTICLE 7. AMERICANS WITH DISABILITIES ACT

Because the ADA requires accommodation for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that no provision in this MOU is intended to cause the City to discriminate relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment. The parties further agree that neither party shall seek to enforce any provision of the MOU in a manner that will cause the City to discriminate relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination,

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rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

The Union recognizes that the City has the legal obligation to meet with the individual employee to be accommodated in order to determine what adjustment is necessary in working conditions, if any. Prior to disregarding any provision of this MOU in order to undertake required accommodations for an individual protected by the Act, the City will provide the Union with written notice of its intent to disregard the provision, and will allow the Union the opportunity to discuss options to disregarding the MOU.

Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.

ARTICLE 8. CITY RIGHTS & RESPONSIBILITIES

City retains, solely and exclusively, all the rights, powers and authority exercised and held prior to the execution of this MOU, except as expressly limited by a specific provision of this MOU. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by City and not abridged herein, include but are not limited to the following, subject to the requirements of this MOU and/or any provision of law whether it be statutory or judicial:

To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees, to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

Nothing in this section shall be construed to limit, amend, decrease, revoke, or otherwise modify the rights vested in the City by any law regulating, authorizing or empowering the City to act or refrain from acting.

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ARTICLE 9. COMPLETION OF BARGAINING

The parties mutually agree that during the term of the MOU, they unqualifiedly waive the right to and will not seek to negotiate or bargain wages, hours and terms and conditions of employment whether or not covered by this MOU or in the negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to the MOU. Regardless of the waiver contained in this Article, the parties may, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this MOU.

ARTICLE 10. SOCIAL SECURITY REOPENER

Should the Federal government or a court of competent jurisdiction determine that Social Security is applicable to employees of public agencies, the City and the Union agree to meet and confer promptly to determine ways to mitigate the cost impact of the mandate on the City and the employee.

ARTICLE 11. SEVERABILITY

If any provision of this MOU or the application of such provision to any persons or circumstances shall be held invalid, the remainder of this MOU or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

SECTION II—COMPENSATION

ARTICLE 12. SALARIES.

I. Survey Agencies

The parties agree that the following agencies will be used for salary surveys:

Sacramento Metropolitan Fire District
City of Chico
City of Davis
City of Folsom
City of Yuba City

City of Roseville
So. Placer Fire Protection District
City of West Sacramento
City of Woodland

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II. Salaries

A. During the term of this Agreement, salaries for all classifications will be adjusted as follows:

Effective:	2/1/06	4% cost of living
		4% equity adjustment
	8/1/06	4% equity adjustment
	2/1/07	4.5% equity adjustment
	8/1/07	4.5% cost of living
	2/1/08	3% cost of living
		1% equity adjustment
	2/1/09	2.5% cost of living
	8/1/09	2.5% equity adjustment
	2/1/10	2.5% cost of living
	8/1/10	2.5% equity adjustment

B. The salary schedule effective February 1, 2006 is hereby attached as Appendix A.

C. Effective February 1, 2008, each salary range shall consist of six steps, beginning with Step A and ending with Step F. Any employee who is moved to Step F as a result of this provision will not lose longevity pay.

ARTICLE 13. OUT OF CLASS PAY

I. When it is required to meet operational needs that an employee perform a majority of the essential duties of a position in a higher classification, payment for such out-of-classification work shall be five percent (5%) above the base rate of the employee.

II. Eligibility to receive out of class compensation for working in a higher classification shall be subject to the following conditions:

A. The assignment to work out of class must be made by the Fire Chief or his/her designee.

B. Employees receiving out of class compensation must be qualified to perform in the higher classification.

C. Employees will be eligible to receive out of class compensation after they have been assigned and have completed twenty-four (24) hours in the higher classification. Only one initial twenty-four (24) cumulative hour period is required for each employee in each classification. All hours assigned and worked in the higher classification after the initial twenty-four (24) hours shall be paid as in Section I. above

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with the provision that any such subsequent assignment must be a minimum of twelve (12) consecutive hours to qualify for out of class pay. Employees are not eligible to receive out of class pay for assignments of less than twelve (12) hours.

III. For the purposes of this Article, out of class compensation for employees working out of class in the capacity of "company officer" will be equivalent to working out of class in the capacity of Captain in accordance with Section I. above.

ARTICLE 14. CERTIFIED PAY

Regular full-time employees represented by the Union who hold a current EMT 1 certificate shall receive additional compensation in the amount of one-hundred dollars (\$100.00) per month (forty-six dollars and fifteen cents [\$46.15] per pay period). This additional compensation shall only be paid while such employee's certification is current and in effect, and is contingent upon verification of the certification.

ARTICLE 15. LONGEVITY PAY

I. When an employee has completed seven (7) years of service in the department, and has been at the top step of his/her classification for two (2) years, he/she will receive a longevity differential of two and one-half percent (2.5%) of the base rate at the beginning of the pay period including the effective date.

II. When an employee has completed ten (10) years of service in the department, and has been at the top step of his/her classification for two (2) years, he/she will receive a longevity differential of five percent (5%) of the base rate at the beginning of the pay period including the effective date.

III. Effective February 1, 2010, when an employee has completed fifteen (15) years of service in the department, and has been at the top step of his/her classification for two (2) years, he/she will receive a longevity differential of seven and one-half percent (7.5%) of the base rate at the beginning of the pay period including the effective date.

IV. When an employee currently receiving longevity differential is promoted to a new job class within the department, he/she will not receive longevity differential in the new class until he/she meets the criteria in E below. Upon promotion, the new base rate of pay will be a minimum of five percent (5%) above the employee's then current base rate plus the longevity differential, except that, in no instance shall the new base rate exceed the top step of the new classification.

V. A promoted employee will be eligible for longevity differential after completion of one (1) year of service at the top step of the promotional class at the beginning of the pay period including the effective date.

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VI. Time worked under job training agencies or programs such as CETA, SYETA, or other similar funding will not be credited toward eligibility for longevity differential.

ARTICLE 16. EDUCATION INCENTIVE PAY

I. Each employee is eligible for education incentive pay of seventy dollars (\$70) per month (thirty-two dollars and thirty cents (\$32.30) per pay period) upon receipt of an AA or higher degree in Fire Science or a related field or upon completion of sixty (60) semester units in Fire Science or a related field. To receive the incentive pay, the employee must provide the City with transcripts listing total units and courses completed. The City will evaluate claims for education incentive pay based on the relevance of the coursework completed to City and Fire Department objectives.

The following criteria will govern eligibility for Education Incentive pay:

- A. Fees must be paid by the employee and may be reimbursed in accordance with Article 27, Tuition Reimbursement.
- B. Courses must be taken during off-duty time.
- C. Challenged units and Firefighter I coursework will not apply.
- D. All other job-related units up to a total of fifty-four (54) units are acceptable.
- E. Six (6) units of the sixty (60) total units must be college-level English.

The following courses would apply:

- Basic English
- Report Writing
- Public Speaking
- English Composition
- Business Communications
- Technical Writing

Current employees receiving education incentive pay are exempt from these criteria.

II. Effective February 1, 2008, each employee is eligible to receive education incentive in accordance with the following criteria:

- A. Education incentive will be paid in each biweekly payroll. Payment of education incentive will begin effective the first day of the pay period following the date

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of the award of the certificate or degree, provided the Human Resources Office receives timely notification and acceptable proof of such award as described below. If notification and acceptable proof are not filed within the timelines herein specified, payment of education incentive will begin effective the first day of the pay period following receipt of the appropriate documentation in the Human Resources Office.

B. For Company Officer and Chief Officer certificates, a copy of the certificate will be considered acceptable proof of accomplishment.

C. For college degrees, a certified copy of the college transcripts or a copy of the diploma will be considered acceptable proof of accomplishment. In order to be considered timely in giving notice for education incentive, the employee must submit a memo to the Human Resources Office notifying the City of his/her intention to apply for education incentive within thirty (30) days following the end of the semester or quarter in which the degree was earned. If such timely notice is given education incentive pay shall be retroactive to the date of the accomplishment.

D. It is the responsibility of each employee to notify Human Resources of his/her eligibility for education incentive and to provide the appropriate documentation in accordance with the above.

E. Each employee is eligible for education incentive pay as listed below:

Associate's Degree or 60 Units	\$75.00/Mo.
Bachelor's Degree	\$125.00/Mo.
Master's Degree	\$150.00/Mo.
Company Officer certificate	\$75.00/Mo.
Chief Officer certificate	\$125.00/Mo.

The incentive for degrees and units listed above is non-cumulative, and is paid at the highest rate for which an employee is certified. Employees who are eligible for incentive pay for degrees and units listed above and who possess a Company Officer or Chief Officer certificate, will be eligible to receive both the degree or unit incentive and the certificate incentive.

ARTICLE 17. OVERTIME COMPENSATION

The City has adopted the twenty-eight (28) day work period for safety employees subject to the FLSA. This was adopted pursuant to Section 207(k) of the Code.

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I. Premium Pay:

Under the twenty-four (24)-hour shift schedule outlined in Article 39 of this MOU, the hours scheduled to be worked in each work period will vary between two hundred, sixteen (216) and two hundred, forty (240) hours. Overtime premium pay at one-half the base rate will be paid for all hours worked in excess of two hundred, twelve (212) hours in the work period. All time in paid status, with the exception of overtime, will be used to reach the two hundred, twelve (212) hour ceiling. The premium pay shall be calculated and paid once every four (4) weeks with the pay period following the end of the work period. Credit for hours worked during a voluntary shift trade will be given to the employee originally assigned to the shift.

II. Overtime Pay:

A. Overtime hours shall be defined as hours worked in excess of the regular schedule. Overtime hours may include:

1. Shift Extension (before or after shift)
2. Extra shift assignment
3. Special assignment.

Overtime hours will not be paid for voluntary shift trades.

B. Overtime hours shall be paid at the rate of one and one-half (1.5) times the overtime rate. Overtime shall be paid for all time worked while assigned to work in accordance with 1., 2., or 3., above. Overtime hours shall be paid with the pay period in which it was earned.

C. For non-exempt classifications assigned to eight (8) hour shifts, all hours worked in excess of forty (40) hours per week in paid status shall be considered overtime and shall be paid at an overtime rate.

ARTICLE 18. CALL BACK PAY

Employees who receive a mandatory call back to duty after there has been at least a fifteen (15) minute elapsed period since the end of their prior shift shall be entitled to be compensated for a minimum period of three (3) hours at one and one-half (1.5) times their overtime rate. An employee will be paid for all time worked in excess of the three (3) hour minimum at one and one-half (1.5) times his/her overtime rate.

Employees who respond to a non-mandatory call back to duty will be paid for all time worked as a result of the call back at one and one-half (1.5) times their overtime rate.

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Employees who unilaterally choose to return to duty as responders shall not be entitled to the three (3) hour minimum call back provision. They will, however, be compensated at the overtime rate for all time worked as a responder.

Voluntary shift-trades arranged between employees are not subject to call-back pay nor to overtime compensation.

Employees shall be selected for call-back assignments at the discretion of the Fire Chief or his/her designee.

Mandatory Call Back:

For purposes of this section, call back is mandatory under the following circumstances:

A. In case of emergency or potential emergency, as determined by the City Manager, Fire Chief or designee.

B. To maintain staffing in accordance with the City's adopted level of service.

All other call backs are considered non-mandatory.

ARTICLE 19. COURT TIME

When a court appearance is required on a job-related matter, the employee will be compensated as follows:

A. If the court appearance is on a regularly scheduled shift, the employee will be compensated as if on regular job assignment;

B. If the court appearance is on a non-scheduled shift day, the employee will be compensated at the rate of one and one-half (1.5) his/her overtime rate of pay with a minimum compensated time of four (4) hours.

C. If a court appearance scheduled on a non-shift day is canceled with less than twelve (12) hours notice, the employee will be compensated for four (4) hours at an overtime rate (one and one-half (1.5) times the overtime rate).

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SECTION III—BENEFITS AND REIMBURSEMENTS

ARTICLE 20. HEALTH, DENTAL, VISION, LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE.

I. Availability and Eligibility:

The City agrees to provide insurance benefits covering medical, dental, vision, life and AD&D for those employees who are qualified in accordance with plan specifications. Dependent coverage will be available on the medical, dental, and vision plans. Retirees shall continue to receive medical benefits pursuant to PERS Health Benefits Division regulations. Eligibility for premium contribution for retiree health benefits shall be governed by Article 24. All other benefits shall be controlled by the COBRA regulations.

II. Selection of Carriers:

The employee shall choose a medical insurance plan from those plans made available in this geographic area through the Health Benefits Division of the Public Employees Retirement System (PERS). The dental, vision, life and AD&D insurance plans shall be selected by the City. The City reserves the right to change carriers at any time, provided that the plan benefits to unit members are substantially the same or better.

III. Premiums:

A. The City will pay the full cost of coverage for a family dental plan, a family vision plan, and \$20,000 life and accidental death and dismemberment insurance.

B. Effective February 1, 2006, the City will pay up to the full monthly cost for family coverage for the lowest cost medical insurance plus the PERS administrative charges imposed for medical plan processing plus ten dollars (\$10.00). The employee will pay any costs that exceed the City's fixed contribution for medical insurance.

C. Effective February 1, 2007, the City will contribute a maximum of \$973 per month towards the cost of medical insurance.

D. Effective February 1, 2008, the City will contribute a maximum of \$1,013 per month towards the cost of medical insurance.

E. Effective February 1, 2009, the City will contribute a maximum of \$1,053 per month towards the cost of medical insurance.

F. Effective February 1, 2010, the City will contribute a maximum of \$1,093 per month towards the cost of medical insurance.

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If another unit in the City negotiates a higher fixed contribution towards medical insurance during the term of this MOU, the Union will receive the same higher contribution.

IV. Payroll Deduction:

A. The employee will pay the amount their medical insurance cost exceeds the City's contribution by authorizing biweekly payroll deductions.

V. Additional Coverage:

Recognizing that the California State Firefighter's Association offers insurance coverage to members, the City agrees to the following:

A. Twenty-four dollars (\$24.00) per month will be paid to each employee to cover the cost of additional life and long term disability insurance.

B. Upon receipt of a signed authorization form from an employee, the City shall withhold the per pay period amount authorized by the employee from the salary of the employee and remit this to the Union. The remittance will begin effective with the pay period following receipt of written authorization to Human Resources.

ARTICLE 21. STATE DISABILITY INSURANCE

The City agrees to pay the employee's liability for State Disability Insurance through the term of the MOU.

ARTICLE 22. FLEXIBLE SPENDING PLAN.

The City will continue to make available to employees a Flexible Spending Plan established pursuant to IRS Section 125. The plan allows eligible employees to set aside up to three thousand (\$3,000.00) per year pre-tax income to pay for costs associated with health insurance premiums and health costs not covered under the benefits plan. The plan also allows the employees to set aside pre-tax income to pay for costs of child care and adult dependent care. Employees may choose to enroll in this plan each December for the following calendar year. Participants in the plan must pay the monthly administrative cost by authorizing biweekly payroll deductions.

ARTICLE 23. RETIREMENT BENEFITS.

The City agrees to maintain membership and to contract with the State of California Public Employees Retirement System (PERS) during the term of this Agreement. The retirement formula will be three percent (3%) at fifty (50).

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The plan will have the following additional contract provisions:

Section 20965, Credit for Unused Sick Leave

Section 21573, 1959 Survivor's Benefit, Third Option

The following provision will be effective February 1, 2007:

Section 20042, One Year Final Compensation

The City will contribute eight percent (8.0%) of the employee's share of the PERS retirement contribution. The employee will continue to contribute one percent (1.0%). All contributions actually made by the employee shall remain as tax-deferred compensation. Effective February 1, 2007, the City will contribute the entire nine percent (9%) of the employee's share of the PERS retirement contribution.

If another unit in the City is granted Section 20692 - Employer Paid Member Contributions during the term of this MOU, the City and Union agree to meet and confer promptly to discuss the potential for the Union funding this benefit during the current MOU.

ARTICLE 24. RETIREE HEALTH BENEFITS

To be eligible to receive post-retirement health benefits, an employee must complete at least five years of PERS-credited service with the City. Employees who retire from the City after meeting the service requirement stated above and who have at least 10 years of PERS-credited service will receive a City contribution to their post-retirement health benefits premium as follows:

Credited Years of Service	% of City Contribution
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20 or more	100%

Employees who have PERS-credited service through other public agencies must complete at least five (5) years of service with the City and retire from the City to be

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eligible for post-retirement health benefits. However, once an employee has completed five (5) years of service with the City, their eligibility for post-retirement health benefits will include all years of PERS-credited service.

The vesting requirements for post-retirement health benefits became effective May 1, 2003. Employees hired on or after May 1, 2003 shall be subject to the above post-retirement vesting schedule for health benefits. Employees hired prior to May 1, 2003 that qualify for post-retirement health benefits shall qualify for such benefits based on rules in effect prior to May 1, 2003, i.e., an employee that retires from the City and is eligible for PERS service retirement shall receive a City contribution towards their post-retirement health benefits at the same level as full-time regular employees.

ARTICLE 25. DEFERRED COMPENSATION

The City will contribute up to fifty dollars (\$50.00) per month in matching funds for employees who participate in a City-sponsored deferred compensation plan. Effective the beginning of the pay period following adoption of this MOU by the City Council, the City will contribute up to one hundred dollars (\$100.00) per month in matching funds for employees who participate in the City-sponsored deferred compensation.

ARTICLE 26. UNIFORM ALLOWANCE

I. Each employee shall receive an annual uniform allowance as follows:

2/1/06	\$580
8/1/07	\$780
2/1/08	\$950
2/1/09	\$950
2/1/10	\$950

The annual uniform allowance will be paid in two equal payments in the pay period following the period that includes February 1 and August 1 of each year except as noted in Section III below.

II. The annual allowance is for the provision, replacement, and maintenance of the uniform as prescribed by the Fire Department. It is understood that this allowance is to be used to provide "Wildland Fire" footwear which meets CAL-OSHA standards. "Wildland Fire" footwear which is damaged or destroyed in the performance of regular duties will be eligible for replacement under the City personal property replacement policy.

III. When a new employee is hired, he/she shall receive fifty percent (50%) of the annual allowance as of the date of hire. Subsequent payments will be adjusted so as not

to exceed the maximum allowance in the contract year. If an employee who has received a uniform allowance leaves the service of the City, the City shall deduct from his/her final paycheck a pro-rata portion of the uniform allowance previously advanced.

ARTICLE 27. TUITION REIMBURSEMENT

I. Eligibility:

All employees shall be eligible for tuition and related expense reimbursement for completing coursework. To be eligible for reimbursement, the employee must submit to the Fire Chief and the Human Resources Manager and receive their approval of an education plan and goal prior to undertaking the coursework. The plan must contain a statement as to its relevancy to the employee's work assignment and the benefit to the City.

II. Criteria for Reimbursement:

A. Upon completion of the coursework, the employee must submit the following items to receive reimbursement:

1. If necessary, a copy of the document signed by the Fire Chief approving enrollment in the course.
2. A copy of the grade report evidencing completion of the coursework with a grade of C or better. For non-graded courses, seminars or certificate programs, documentation from the institution evidencing satisfactory completion of the course or program will be sufficient.
3. Itemized receipts showing items claimed for reimbursement.

III. Approved Institutions/Coursework:

A. For reimbursement, classes must be sponsored by an accredited institution, such as the Office of the State Fire Marshal, California State Training Institute, National Fire Academy, universities and colleges, or other institutions approved by the Fire Chief.

B. Courses must be related to the fire service, public safety, or public administration, and/or required for the completion of either an Associate's degree, a Bachelor's degree, a Masters degree, State Fire Marshal certification or a related certificate or degree.

C. For reimbursement of seminars, conferences, workshops, or other unaccredited learning opportunities and programs, eligibility must be approved in writing by the Fire Chief or designee.

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IV. Items Qualifying/Not Qualifying for Reimbursement:

A. Items qualifying for reimbursement include:

1. Tuition
2. Required textbooks
3. Required supplies
4. Parking Permits
5. Other related expenses for required materials

B. Items NOT qualifying for reimbursement include:

1. Medical Service Fees
2. Mileage or transportation expenses
3. Lodging
4. Meals
5. Items not required by the instructor.

C. To be eligible for tuition reimbursement, it is understood that enrollment in the coursework is voluntary, and attendance at the classes shall be during off duty time.

V. Maximum Annual Reimbursement:

A. The maximum amount eligible for reimbursement for coursework taken at a college or university will be actual costs up to the following amounts per fiscal year:

2/1/06	\$450/year
2/1/07	\$600/year
2/1/08	\$600/year
2/1/09	\$750/year
2/1/10	\$750/year

B. In no event shall an employee be eligible for reimbursement of an amount in excess of the amounts set forth in paragraph A above in any fiscal year.

C. The City will observe the IRS regulations in effect at the time of payment concerning the taxability of educational reimbursement.

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SECTION IV—LEAVES**ARTICLE 28. VACATION.****I. Policy:**

A. Vacations shall be requested in accordance with Department guidelines and scheduled subject to approval by the Chief. The Chief may set forth a schedule for each employee so as to ensure the City the level of staffing required to carry out its work program. After initial employment, an employee must work twelve (12) continuous months before becoming eligible for vacation time off.

II. Accrual and Use:

A. Vacation accrual is based on the regularly assigned work hours, exclusive of overtime. Employees will accrue vacation as follows:

Fifty-Six (56) Hour Employees

<u>Years of Service</u>	<u>Hours/year</u>	<u>Hours/pay period</u>	<u>Maximum Accrual</u>
0 – 1	178	6.8462	200 hours
1 – 2	213	8.1923	240 hours
2 – 3	224	8.6154	260 hours
3 – 4	235	9.0385	280 hours
5	258	9.9231	300 hours
10	291	11.1923	340 hours
15	315	12.1154	340 hours

Forty (40) Hour Employees

<u>Years of Service</u>	<u>Hours/year</u>	<u>Hours/pay period</u>	<u>Maximum Accrual</u>
0 – 1	98	3.7692	200 hours
1 – 2	122	4.6923	200 hours
2 – 3	130	5.00	200 hours
3 – 4	138	5.3077	200 hours
5	154	5.9231	200 hours
10	178	6.8462	200 hours

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15 186 7.1538 200 hours

B. Vacation leave must be scheduled and approved in advance in accordance with the time lines established by the Fire Chief. After completing the first year of employment, each employee who works fifty-six (56) hours a week must take one vacation period of no less than three (3) consecutive regularly scheduled work shifts during a calendar year. Employees assigned to forty (40) hour weeks must take a vacation period of no less than five (5) consecutive regularly scheduled work days during a calendar year.

III. Cash Out:

A. Hours accrued beyond the maximum accrual allowed that are not used by the last pay period in November will be cashed out at the employee's base rate and paid to the employee in the following pay period.

B. The City reserves the right to require the employee to take time off to reduce the accrued hours to the maximum accrual in lieu of making a cash payment. If the City exercises its right to require the time off, the employee must be allowed thirty (30) days to make arrangements.

ARTICLE 29. HOLIDAYS

I. Policy

Due to the nature of work performed by Fire personnel, it is not possible to observe holidays as they occur. Therefore, those employees will be credited with ninety-six (96) holiday hours at the beginning of each calendar year. Employees may schedule holiday time off in accordance with Department procedures. Hours accrued but not used by the last pay period in November each year will be cashed out at the employee's base rate and paid to the employee in the following pay period.

II. Accrual and Payoff

A. Individuals who are not employed for the full calendar year shall accrue holiday hours at the rate of eight (8) hours per month. If the date of hire falls between the 1st and 15th day of the month, they will be credited with the full eight (8) hours for that month and each succeeding month during the calendar year. If the date of hire falls between the 16th and the last day of the month, they will be credited with four (4) hours for that month and eight (8) hours for each succeeding month during the calendar year.

B. Individuals who leave employment with the City prior to the end of the calendar year shall be paid holiday hours at the rate of eight (8) hours for each full month

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of employment. Partial months of employment will be credited as follows: If the date of termination falls between the 16th and the last day of the month, they will be credited with the full eight (8) hours for that month. If the date of termination falls between the 1st and the 15th day of the month, they will be credited with four (4) hours for that month.

C. The City currently recognizes the holidays listed below. In the event the City agrees to recognize additional holidays during the term of this Agreement and grants these to the AFSCME members, the City agrees to add the corresponding number of holiday hours to the 96 hours currently being received. This Article supersedes that section of the City Personnel Rules entitled "Holidays."

New Year's Day	January 1
Martin Luther King Jr. Day	Designated Monday
President's Day	Designated Monday
Memorial Day	Designated Monday
Independence Day	July 4
Labor Day	Designated Monday
Veteran's Day	November 11
Thanksgiving Day	Designated Thursday
Thanksgiving Friday	Designated Friday
Christmas Day	December 25
Floating Holidays	Two

ARTICLE 30. SICK LEAVE

I. Accrual:

Employees assigned to fifty-six (56) hour per week shifts shall accrue up to one hundred forty-four (144) hours of sick leave per year, at a rate of .049446 multiplied by the first one hundred twelve (112) hours in paid status in a pay period, with the exception of overtime. Employees assigned to forty (40) hour per week shifts shall accrue up to ninety-six (96) hours of sick leave per year at a rate of .046153 multiplied by the first eighty (80) hours in paid status in a pay period, with the exception of overtime. Sick leave may be accrued without limit and will be converted to service credit at retirement.

II. Use of Sick Leave:

A. Sick leave may be used in the event of one of the following circumstances:

1. Actual illness or injury of the employee;
2. The employee's exposure to a contagious disease;

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3. Medical or dental appointments of employee and employee's immediate family members, when such appointments cannot be arranged during off-duty hours, and when the employee's presence is required;

4. Where the employee's medical attention to an immediate family member is required and the illness/injury does not meet the criteria of the California Family Rights Act (CFRA) or the Family Medical Leave Act (FMLA). Immediate family is defined as the employee's mother, stepmother, father, stepfather, spouse, child, stepchild or any person living in the employee's immediate household.

5. An employee who is entitled to a disability retirement (either at his/her own request or as a result of City action) under PERS shall not be entitled to use sick leave to defer the effective date of retirement as provided by Government Code Section 21163.

B. Employees may not use sick leave until they have completed six (6) months of employment. Sick leave must be used in minimum increments of three (3) hours per occurrence.

C. Fifty-six (56) Hour employees who are absent from two consecutive shifts, or forty (40) hour employees who are absent three consecutive work days, because of illness or non-job related injury may be required to submit a physician's certificate verifying the condition and certifying the employee's ability to perform the full range of his/her duties upon return to duty.

III. Coordination of Sick Leave and Disability Benefits:

A. Sick leave benefits and benefits received by an employee under the State Disability Insurance Law for non-work related injury shall be integrated as follows:

1. An employee who sustains a non-work related injury or illness and who receives State Disability Insurance (SDI) benefits shall:

a. If he/she has accumulated sick leave, be treated as on sick leave; and

b. receive full salary, which shall be a combination of compensation from the City and SDI.

c. When sick leave benefits are exhausted he/she shall only receive SDI to the extent permitted by law.

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d. During such period, sick leave shall be deducted from the employee's accumulated sick leave in the same ratio as the City portion of the employee's salary bears to the employee's full salary.

ARTICLE 31. BEREAVEMENT LEAVE

I. Each employee will be eligible for up to forty-eight (48) hours of bereavement leave for the purposes of bereavement following the death of a relative or domestic partner. If an employee requests additional time off for bereavement, all additional time must be charged to accrued vacation.

A. Relatives Covered

Spouse (including common law)	Son
Father	Daughter
Mother	Sister
Father-in-law	Brother
Mother-in-law	Grandchildren
Grandfather	Grandmother

B. The following step/foster relationships are also covered:

Father	Son
Mother	Daughter
Grandfather	Sister
Grandmother	Brother

C. Bereavement leave is also available following the death of any child, close relative, or domestic partner who resided with the employee at the time of death.

II. Notification to the City

The employee shall notify his/her supervisor as soon as possible of the occurrence requiring bereavement leave, and if requested by the City, shall provide substantiation to support the request. Such leave must commence not later than twenty-four (24) hours following the notification to the City and must be taken consecutively except as provided in Section IV. Funeral Leave.

III. Limitation

The forty-eight (48) hour limit will apply to all deaths that occur simultaneously.

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IV. Funeral Leave

When the funeral/memorial services for the deceased are not scheduled immediately after the death, an employee is eligible to reserve up to eight (8) hours of the bereavement leave, as provided in Section I above, to attend funeral/memorial services for the relatives listed in Section I.

To be eligible, the funeral/memorial services must be held within forty-five (45) days following the death(s).

ARTICLE 32. FAMILY CARE AND MEDICAL LEAVE.

I. An employee shall be eligible to take leave for up to 12 weeks each twelve (12) month period for personal or family illness, or following the birth or adoption of his or her child in accordance with the California Family Rights Act (CFRA) (Government Code Section 12945.2) and the Federal Family and Medical Leave Act (FMLA) (Title 29, Part 825, Code of Federal Regulations).

II. An employee who is in unpaid status during a Family Care & Medical Leave will suffer no break in service for purposes of determining seniority under Article 41, Layoff. Employees on extended family care and medical leave are considered unavailable for work during that period. This would include scheduled and unscheduled overtime, training, or any other work-related activities.

III. The City reserves the right to transfer an employee who is taking intermittent Family Care & Medical Leave for medical treatment when it is determined to be in the best interest of the City that the functions of the affected position be performed on a full-time basis. The position to which the employee is transferred must be comparable to the employee's regular position and the employee will be returned to his/her original position on completion of his/her treatment, subject only to the employee being capable of performing all of the major elements of the job.

IV. The City may require the employee to utilize all accrued sick leave, vacation, and holiday hours to cover the period which otherwise would be unpaid. If the employee chooses, they may reserve 40 hours of accrued vacation leave for use upon their return from an extended period of Family Care & Medical Leave.

A. "Extended Period" is defined as an absence of two (2) weeks or more.

B. If all other leave is exhausted at the expiration of the Family Care & Medical Leave, an employee may use the reserved vacation leave for purposes of sick leave and medical appointments for the employee and his/her dependents for a period of three (3) months after his/her return from Family Medical Leave.

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C. Vacation leave used for this purpose will be used in increments of no less than two (2) hours.

D. Accrued leave will be coordinated with Disability or Workers Comp Benefits in accordance with Article 30, Section III.

V. An employee will notify his/her supervisor that the employee is requesting to take family care and medical leave and will provide the date his/her leave will begin and the anticipated date of his/her return to work. Prior to the beginning of the leave, the employee and the supervisor will establish a schedule in which the employee will keep the supervisor informed of any changes in his/her status and/or date of return to work.

ARTICLE 33. MATERNITY LEAVE.

I. Length of Leave Allowed

The City will provide up to four (4) months unpaid leave to female employees for pregnancy-related disability, in accordance with Govt. Code Section 12945(b)(2). Leave for pregnancy-related disability will run concurrently with the Federal Family and Medical Leave Act (FMLA).

II. Use of Leave

The employee may use accrued vacation and sick leave to cover the period of her disability leave, which would otherwise be unpaid.

A. During the period of her disability, an employee's paid leave will be integrated with any State Disability benefits she may receive.

B. An employee may retain up to forty (40) hours of accrued vacation leave for use upon her return from maternity leave.

1. The retained vacation leave may be used for purposes of sick leave and medical appointments for the employee and her dependents for a period of six (6) months after her return from maternity leave.

2. Vacation leave used for this purpose will be used in increments of no less than two (2) hours.

III. Extension of Leave

A. An employee may request to use family leave to extend her maternity leave as follows:

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1. Upon recovery from her pregnancy-related disability, an employee may request up to twelve (12) weeks bonding leave under the terms and conditions of Article 32, Family Care and Medical Leave, and the California Family Rights Act (CFRA). Bonding Leave must be taken in increments of two (2) weeks or more.

2. An employee who has not recovered from the pregnancy-related disability upon expiration of the four (4) months to which she is entitled under Govt. Code Section 12945 (b) (2) may request up to twelve (12) weeks family leave to recover from her disability. This leave may be granted under the terms and conditions of CFRA.

B. An employee who has not recovered from her pregnancy-related disability at the expiration of the twelve (12) weeks of Family Care and Medical Leave, may request an extension of her leave of absence for an additional ninety (90) days under the terms and conditions of that section of the City Personnel Rules entitled "Leave of Absence Without Pay." The City may grant the extension, if conditions warrant such an extension.

C. Except where specifically stated in this policy, Maternity leave will be governed by the terms and conditions of that section of the City Personnel Rules entitled "Leave of Absence Without Pay."

ARTICLE 34. JURY DUTY

When an employee is required to serve on jury duty, the employee shall be compensated for all regularly scheduled hours not worked as a result of jury service. Each employee shall pay the City the amount received as juror fees, but shall retain any fees received for mileage reimbursement.

ARTICLE 35. MILITARY LEAVE

Military leave shall be granted and compensated in accordance with the provisions of the State of California Military and Veterans Code which says, in summary, that any employee shall receive full compensation for up to thirty (30) calendar days of active military duty each year. In no event will an employee be compensated in excess of 243 hours at their straight time rate in any calendar year.

For scheduled military training, a copy of the official orders must be submitted to the employee's supervisor as soon as issued. For emergency military call-up, a copy of the official orders must be submitted to the employee's supervisor as soon as practical. Weekend drills are not covered under this Section.

SECTION V—TERMS & CONDITIONS OF EMPLOYMENT

ARTICLE 36. PROBATIONARY PERIOD.

I. New Hires:

No appointment of employment in the City shall be deemed final and permanent until after the expiration of an eighteen (18) month probationary period. During the initial probationary period, the City may dismiss the employee at any time for any reason, without notice. Probationary employees dismissed during their probationary period shall not have the right to appeal. This would not preclude a probationary employee from seeking any other legal remedy.

II. Promotion:

No promotion to any position in the City shall be deemed final and permanent until after the expiration of a period of twelve (12) months probationary service. During this probationary period, the City may cancel the appointment to a higher rank at any time with or without cause and with no appeal.

III. Extension of Probationary Period:

Any employee's probationary period may be extended by the Fire Chief for up to six (6) months in his/her sole discretion.

IV. Sick Leave and Vacation Use:

Probationary employees will be eligible to use accrued sick leave upon the completion of six (6) months of employment. Accrued vacation can be used after one (1) year of employment.

V. Merit Increases:

A probationary employee who has received satisfactory evaluations and has not been subject to discipline during the first year of employment may receive a salary step increase, in the sole discretion of the Fire Chief, at the beginning of the pay period including the anniversary date.

ARTICLE 37. EMPLOYEE PERFORMANCE EVALUATIONS

I. The City shall conduct employee performance evaluations in accordance with established procedures.

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II. Probationary Evaluations:

An employee shall receive no less than five (5) performance evaluations during the initial eighteen (18) months of employment. An employee who is promoted into a new classification will receive no less than three (3) performance evaluations during his/her twelve (12) month probationary period. Such evaluations will be conducted at reasonable intervals.

III. Employee Rights:

A. Any employee has the right to file a written statement to be attached to his/her performance appraisal and placed in the personnel file. Such statements must be filed with the evaluator within five (5) working days of receiving the evaluation.

B. An employee who disagrees with a less than satisfactory overall performance rating may, within ten (10) working days of receiving the evaluation:

1. File a rebuttal statement with the evaluator for attachment to the performance evaluation; and,

2. Informally appeal the evaluation to the supervisor of the evaluator.

a. Once the informal appeal has been filed and a decision rendered, no further appeal is available to the employee.

ARTICLE 38. SAFETY EQUIPMENT

The City will provide all required safety equipment.

ARTICLE 39. HOURS OF WORK

I. For employees assigned to twenty-four (24)-hour shifts:

A. Those classifications assigned to twenty-four (24)-hour shifts will be scheduled as follows unless a different schedule is agreed to as a result of the meet and confer process between the Union and the City:

24 hours on duty
24 hours off duty
24 hours on duty
24 hours off duty
24 hours on duty
96 hours off duty

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B. The twenty-four (24)-hour shift will begin at 7 AM and will continue until 7 AM the following morning.

II. For employees in all other classifications:

A. Employees in classifications assigned to eight (8) hour shifts will generally work eight (8) hours per day, five (5) days per week, from Monday through Friday. This schedule may be modified by mutual consent between an employee and the Fire Chief.

B. For employees in all classifications, duties and task assignments during the shift and for the days of the week shall be at the discretion of the Fire Chief or his/her designee.

ARTICLE 40. OFF-DUTY/OUTSIDE EMPLOYMENT

I. No employee shall accept any employment during off-duty hours either within or outside the City unless a) the prospective employer provides proof of general liability and workers compensation coverage, and b) the employment will not create a conflict of interest nor be incompatible with the employment with the City.

II. Individuals who are self-employed on off-duty hours shall be exempt from the requirement to show proof of workers compensation or general liability insurance, but will be expected to provide notification as specified in III below so that a determination can be made whether or not the self-employment will create a conflict of interest or be incompatible with the employment with the City.

III. Any employee considering outside employment shall submit a notice and the required documentation to the Fire Chief, who will determine whether the off-duty employment constitutes a conflict of interest or is incompatible with employment with the City. If the Chief finds no conflict or incompatibility in the employee's request, the Chief will forward the request to the City Manager for review. The City Manager, in his/her sole discretion, may or may not approve the request. The City Manager shall render a decision within twenty-one (21) calendar days. Except for employees on regularly scheduled vacations, no employee shall work any more than twenty-four (24) hours per week on an off-duty job.

IV. Employees considering outside employment that would be subject to employment provisions of Section 4850 of the California Labor Code shall provide to the City a certificate of insurance which would provide for Section 4850 benefits from the prospective outside employer prior to such outside employment.

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ARTICLE 41. LAYOFF

- I. Layoffs shall be made in accordance with City Personnel Rules.
- II. The City will explore alternatives to layoffs of represented employees, including the layoff of Apprentice Firefighters, prior to implementing layoffs of represented employees.

ARTICLE 42. RESIDENCY REQUIREMENT

Represented employees are encouraged to maintain a residence within a sixty (60) mile radius from City Hall.

ARTICLE 43. DEPARTMENT RULES

The Chief may establish Department rules, policies, procedures, Administrative Guidelines, and/or Standard Operating Guidelines to ensure efficient and effective Department operations. Employees are expected to comply with these rules, policies, and procedures.

The subject matter of the Department rules, policies, or procedures, rather than the administration of such rules, policies, and procedures, is specifically excluded from the grievance procedure.

ARTICLE 44. DISCIPLINARY ACTION

I. Disciplinary Process:

A. The purpose of disciplinary action is to correct deficiencies in employee performance, to seek improvement to meet appropriate standards, and/or to correct for violation of City policies. The disciplinary process outlined below has been established to provide general guidelines for a fair method for disciplining employees. Performance appraisals and non-punitive constructive disciplinary actions which are designed to assist an employee to improve his/her performance are excluded from the procedural rights specified in this Section.

B. Discipline may be initiated for various reasons, including, but not limited to violations of City and/or Department work rules, insubordination or poor job performance. The severity of the disciplinary action depends on the nature of the offense and an employee's record, and may range from verbal counseling to immediate dismissal.

C. The normal progressive discipline procedure steps consist of:

1. Counseling

a. Verbal Counseling: An opportunity to communicate in a non-punitive fashion that a problem is perceived and that the supervisor is available to help solve it. This action is not appealable.

b. Documented Counseling: To communicate to the employee in writing that a repeat action may result in more serious discipline. A copy of this counseling is given to the employee and one copy is filed in the supervisor's working file until the employee's next performance evaluation, where such counseling may be noted and then removed from the supervisor's file and destroyed. This action is not appealable.

2. Formal Disciplinary Actions

a. Written Reprimand: A written communication to the employee that an offense has been committed. This action can be discussed with the Fire Chief if so requested by employee. The Chief may uphold or modify the reprimand. A copy of this reprimand is given to the employee and one copy is filed in the employee's personnel file. This action is not appealable.

b. Short-Term Suspension: A suspension without pay for one shift or less may be imposed by the Fire Chief, with notification to the Human Resources Manager, for disciplinary purposes, without application of Skelly procedures. The employee's opportunity to respond to the charges will be accomplished at the time the suspension is imposed or an employee may, within seven days of his/her receipt of notice of discipline, request a response meeting.

c. Suspension Without Pay for Two (2) or More Shifts, Demotion, or Reduction in Pay: These are serious disciplinary actions and are subject to the Skelly procedures in "II" below.

d. Dismissal for Cause: The final step in the progressive disciplinary process. Only the City Manager may dismiss any employee covered by this MOU.

D. Although one or more of these steps may be taken in connection with a particular employee, no formal order or system is necessary. The City reserves the right to deviate from this policy when it feels that circumstances warrant such a deviation. The severity of the action depends on the nature of the offense and an employee's record, and may range from verbal counseling to immediate dismissal.

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E. An employee serving an initial probationary period may be discharged without application of the disciplinary process and with no rights of appeal.

II. Skelly Process:

A. The following disciplinary actions will be covered under this section when requested by the employee: suspension without pay (other than short-term suspension), reduction in pay, demotion, or dismissal.

B. The employee shall be provided notice of the proposed discipline.

C. Within ten (10) working days of the notice of proposed discipline, the employee or his/her representative may file a request for Skelly meeting.

D. The Skelly Officer shall schedule a predisciplinary response meeting with the employee and his/her representative, if any, within ten (10) working days of the receipt of the request for meeting.

E. The Skelly Officer shall conduct the meeting and shall render a decision upholding, modifying, or overturning the proposed action, within ten (10) working days of the date of the Skelly meeting.

III. Appeal Process:

A. Once a decision has been reached by the Skelly Officer that discipline is appropriate, the discipline will be imposed.

B. The decision may be appealed to advisory arbitration. The arbitration shall be conducted in accordance with the Grievance Procedure, Article 45, III, Step 3.

C. Appeal Times. An appeal for arbitration must be filed by the employee or his/her representative within thirty (30) days after receipt of the determination made by the Skelly Officer.

ARTICLE 45. GRIEVANCE PROCEDURE

I. Purpose:

A. The purpose of the following provisions is to set forth, simply and clearly, the provisions that shall govern the processing, hearing and decision on a grievance. This Article supersedes that section of the City Personnel Rules entitled "Grievance Procedure."

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B. The purposes of these procedures are to (1) resolve grievances informally at the lowest possible level; (2) provide an orderly procedure for reviewing and resolving grievances promptly; and (3) determine and correct, if possible, the cause of grievances.

II. Procedure:

Step 1. Informal Level.

Within five (5) working days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, the grievant shall orally discuss the grievance with his/her immediate supervisor. A supervisor shall have five (5) working days to give an answer to the employee.

Step 2. Formal Levels.

Level 1.

a. If a grievant is not satisfied with the resolution proposed at the informal level, he/she may within five (5) working days of the receipt of such answer file a formal written grievance with his/her immediate supervisor which contains a statement describing the grievance, the section of the Agreement allegedly violated, and the remedy requested. The grievance shall be signed and dated by the grievant(s). The supervisor shall, within five (5) working days thereafter, give a written answer to the grievant.

b. Upon completion of Level 1, an employee whose immediate supervisor is the Fire Chief will be deemed to have completed Step 2 and be eligible to proceed to Step 3.

Level 2. If the grievant is not satisfied with the written answer from the supervisor, the grievant may within five (5) working days from the receipt of such answer file a written appeal to the next level of supervision in the department. Within ten (10) working days of receipt of the written appeal, the supervisor shall complete an investigation of the grievance, which may include a meeting with the concerned parties, and give a written answer to the grievant.

Level 3. If the grievant is not satisfied with the written response from the supervisor at Level 2, the grievant may, within five (5) working days from the receipt of such answer file a written appeal to the Fire Chief. Within ten (10) working days of receipt of the written appeal, the Fire Chief or his/her designee, shall investigate the grievance, which shall include a meeting with the concerned parties, and give a written answer to the grievant.

Step 3. Advisory Arbitration.

If the grievance is not resolved at Step 2, Level 3, the grievant may submit the grievance to advisory arbitration by filing a Notice of Request for Arbitration with the Human Resources Manager within five (5) working days of the receipt of the Fire Chief's written reply. Within thirty (30) days of filing the Notice of Request for Arbitration, the appealing party will obtain from the State Mediation and Conciliation Service (SMCS), and submit to the Human Resources Manager, a list of names of seven (7) arbitrators. The selection of the arbitrator from the list shall occur by each party alternately striking names from the list, with the appealing party striking the first name. The appealing party shall notify the SMCS of the arbitrator selected.

The arbitrator shall conduct an evidentiary hearing in accordance with the American Arbitration Association Voluntary Arbitration Rules. The decision of the arbitrator shall be advisory only. The arbitrator's fees and costs shall be borne equally by the parties. The costs of the arbitrator's transcript, if jointly requested, shall also be borne equally by the parties. All other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring the expense. For purposes of payment of fees and costs, the parties shall be considered as the City and the Union, or if a grievant is representing himself or herself, the City and the grievant.

The arbitrator shall prepare a written advisory decision which shall include a statement of the decision, the facts upon which it was based, and a full description of the remedies or corrections suggested. The arbitrator's decision shall be sealed and filed with the City Manager. The City Manager may accept the advisory decision and order its implementation, may modify and implement the decision and any remedies or corrections suggested, or may reject the decision. The City Manager will provide a copy of the arbitrator's decision to the appealing party with the City Manager's decision within ten (10) working days of receipt of the arbitrator's decision.

III. General Provisions:

A. A grievant may withdraw a grievance at any level or at any time in the process by making notification in writing to the Human Resources Manager.

B. If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step completed.

C. If a supervisor or manager fails to respond with an answer within the given time period, the grievant may proceed to the next higher level.

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D. The grievant may be represented by a person of his/her choice at any formal level of this procedure. The grievant shall be personally present at all stages of the grievance.

E. Designated Union Stewards or Representatives shall be allowed reasonable time to investigate any allegations of violations of this Agreement. Reasonable time is defined as two hours; however, upon approval of the Human Resources Manager, additional time may be granted.

F. Time limits and formal levels may be waived by mutual written consent of the parties.

G. Notice is deemed given by deposit in the U.S. Mail, postage paid, to the last known address of the addressee, or by personal delivery.

H. Proof of service shall be accomplished by certified mail or declaration of personal delivery.

I. All employees shall be free from retaliation or reprisal in any form resulting from use of these grievance procedures.

J. All materials pertaining to employee grievances shall be confidential between the employee and his/her representative, appropriate supervisory personnel, other directly involved employee(s), and appropriate City management personnel. Records of grievance complaints and supporting documents shall be maintained in the Human Resources office separately from the employee's personnel files.

K. At all stages in the formal process, a written appeal must contain (1) the original written grievance, (2) the supervisor's response, and (3) a statement explaining why the grievant is not satisfied with the response.

ARTICLE 46. DRUG, ALCOHOL, AND SUBSTANCE ABUSE POLICY

I. Purpose:

It is the policy of the City to maintain a drug-free workplace. It is the intention of this policy to eliminate substance abuse and its effects in the work place. While the City has no intention of intruding into the private lives of its employees, involvement with drugs and alcohol off the job can take its toll on job performance and employee safety. Our concern is that employees are in a condition to perform their duties safely and efficiently in the interest of their fellow workers and the public as well as themselves. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective.

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Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance from the Employee Assistance Program Counselor. While the City will be supportive of those who seek help voluntarily, the City will be equally firm in identifying and disciplining those who do not seek help, or whose continued substance abuse either violates City rules or interferes in the employee's job performance.

This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of City managers and employees. To that end, the City will act to eliminate any substance abuse which increases the potential for accidents, absenteeism, substandard performance, poor employee morale, or damage to the City's reputation. Substance abuse includes the use of, or possession of legal or illegal drugs, alcohol or any other substance which could or does impair an employee's ability to perform his or her job safely, effectively, and efficiently.

All persons covered by this policy should be aware that violations of the policy may result in discipline, up to and including dismissal, and may subject an employee to required satisfactory participation in an approved substance abuse assistance or rehabilitation program. Applicants for employment with the City may not be hired for failure to follow these guidelines.

In recognition of the public service responsibilities entrusted to the employees of the City, and the fact that drug and alcohol abuse can hinder a person's ability to perform duties safely and effectively, the following policy against drug and alcohol abuse is hereby adopted by the City.

II. Policy:

It is the City's policy that no employees shall:

- A. report to work under the influence of alcohol or drugs;
- B. possess drugs or alcohol while on duty or in uniform;
- C. sell, distribute or provide alcohol and/or drugs to any employee or person while on duty;
- D. have their ability to work impaired as a result of the use of alcohol or drugs.

In addition, employees whose ability to work or whose job performance is impaired as a result of off-the-job use of alcohol or controlled drugs will be in violation of this policy. Employees who violate any of the conditions listed in A - D above or

whose job performance is impaired by off-the-job substance abuse will be considered “abusers”.

Use of medically prescribed medications and drugs, within the guidelines established by the employee's doctor, is not a violation of this policy. However, when taking medications or drugs which could foreseeably interfere with the safe and effective performance of duties or operation of City equipment, employees must notify their supervisor before beginning work. Failure to do so may result in discipline, up to and including dismissal. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified physician may be required.

The City reserves the right to search, without employee consent, all areas and property in which the City maintains control or joint control with an employee in accordance with applicable state and federal laws. A search of any container or property under joint control such as desks, cubicles and lockers may be conducted at any time providing that the City has reasonable suspicion that cause for the search exists, and that the employee is notified or if the employee is present or if the employee gives consent.

When reasonable suspicion exists that illegal drugs or alcoholic beverages are in any areas of joint control as described above, reasonable notice will be provided to the affected employee. At the time of notice of intent to search, the property container will be sealed and remain sealed until the search occurs. Such searches of property containers may be conducted by a sworn Police Officer or may be conducted by Department Heads or Mid-Managers with a Police officer present.

The affected employee and/or his/her employee organization representative shall be provided reasonable opportunity to be present at such searches.

The City may notify the appropriate law enforcement agency that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the City.

Supervisory employees shall not physically search the person of employees, nor shall they search the purely personal possessions of employees without the freely given written consent of the employee. Purely personal possessions may be defined as the employee's purse, backpack, briefcase, personal transportation, or duty bag.

Refusal to submit immediately to an alcohol and/or drug analysis when requested by trained City supervisory employees may constitute insubordination and may be grounds for discipline. Disciplinary action may extend up to and including dismissal.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work, and shall be detained for a reasonable time

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until the employee can be safely transported home. Such employees will be placed on administrative leave with pay until a meeting can be held to determine their status.

The City is committed to providing reasonable accommodation to those employees whose drug and/or alcohol problem classifies them as disabled or handicapped under federal and/or state law.

The City has established an Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems. Employees should contact their supervisors or EAP counselor for additional information.

Any City employee convicted of criminal drug statute violations (including a plea of nolo contendere) occurring in the work place must notify the City of the conviction within five (5) days after the conviction. This notification to the City will not relieve the employee from any disciplinary consequences of the conduct upon which the conviction is based. Within thirty (30) days of such notice, the City will take appropriate action as to the employee.

The City shall notify federal agencies with which the City holds contracts or from which the City receives grants within ten (10) days of receiving notice that a City employee has been convicted of a criminal drug statute for a violation occurring within the workplace.

The City shall establish and maintain a drug-free awareness program to inform City employees about:

- A. The dangers of substance abuse in the workplace.
- B. The City's policy of maintaining a substance abuse-free workplace.
- C. The availability of substance abuse counseling, rehabilitation and employee assistance programs.
- D. The penalties that may be imposed upon employees for substance abuse violations occurring in the workplace.

III. Application:

This policy applies to all employees represented by the Union, and to all applicants for positions with the City. This policy applies to alcohol and to all substances, drugs, or medications, legal or illegal, which could impair an employee's ability to effectively and safely perform the functions of the job.

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In the event a dispute arises with respect to the application or interpretation of this policy, such dispute shall be grievable pursuant to the grievance procedure contained in Article 45 of this Agreement.

IV. Employee Responsibility:

An employee must:

A. Not report to work or be subject to duty while his/her ability to perform job duties is impaired due to on or off duty alcohol or drug use.

B. Not possess or use alcohol or impairing drugs (illegal drugs or misuse of legally prescribed drugs) during work hours or while on breaks, during meal periods or at any time while on City property or in uniform. Employees who are not at work, or on compensated on call, may be on City public property without being subject to this provision.

C. Not directly or through a third party knowingly sell or provide drugs or alcohol to any person, including any employee, while either employee or both employees are on City grounds, on duty, or subject to being called for duty.

D. Submit immediately to an alcohol and drug test when requested by an appropriate City supervisory employee.

E. Notify his/her supervisor, before beginning work, when taking any prescription or non-prescription medications or drugs about which the employee has reason to believe may interfere with the safe and effective performance of duties or operation of City equipment.

F. Provide, within twenty-four (24) hours of request or as soon as possible thereafter, bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name.

G. Notify the City of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such conviction.

V. Management Responsibilities and Guidelines:

A. Supervisory employees are responsible for reasonable enforcement of this policy.

B. Supervisory employees may request that an employee submit to a drug and/or alcohol test when a supervisory employee has a reasonable suspicion that an

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employee is under the influence of drugs or alcohol on the job or on compensated on call. "Reasonable suspicion" is a belief based on objective and articulable facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced. For example, any of the following, alone or in combination, may constitute reasonable suspicion:

1. Slurred speech;
2. Alcohol odor on breath;
3. Unsteady walking and movement;
4. An accident involving City property or employee injury;
5. Physical altercation;
6. Verbal altercation;
7. Unusual behavior;
8. Possession of alcohol or drugs or drug paraphernalia;
9. Information obtained from a reliable person with personal knowledge;
10. Physical appearance such as sloppiness, disarray or red eyes;
11. Difficulty responding to simple questions such as time of day, location, etc.
12. Difficulty performing simple tasks such as counting, touching nose, etc.

C. Any supervisory employee requesting an employee to submit to a drug and/or alcohol test shall document in writing the facts constituting reasonable suspicion that the employee in question is under the influence of alcohol or drugs.

D. Any supervisory employee encountering an employee who refuses an order to submit to a drug and/or alcohol analysis upon request should remind the employee of the requirements and disciplinary consequences of this policy. Where there is reasonable suspicion that the employee is under the influence of alcohol or drugs, the supervisory employee should detain the employee for a reasonable time until the employee can be safely transported home.

VI. Physical Examination and Procedure:

The drug and/or alcohol test may test for any substance which could impair an employee's ability to effectively and safely perform the functions of his/her job, including, but not limited to, prescription medications, heroin, cocaine, morphine and its derivatives, PCP, methadone, barbiturates, amphetamines, marijuana and other cannabinoids.

The testing process shall be one that is scientifically proven to be at least as accurate and valid as urinalysis using an immunoassay screening test (EMIT) with all positive screening results being confirmed utilizing Gas Chromatography/Mass Spectrometry (GC/MS) before a sample is considered positive.

After consulting with expert staff of the laboratory or laboratories selected to perform the testing, the City shall ensure that the test cutoff levels conform to the National Institute on Drug Abuse (NIDA) standards.

Test samples will be collected in a clinical setting, such as a laboratory collection station, doctor's office, hospital or clinic or in another setting approved by the City on the basis that it provides for at least an equally secure and professional collection process. The City shall specify procedures to ensure that true samples are obtained.

The City shall specify measures to ensure that a strict chain of custody is maintained for the sample from the time it is taken, through the testing process to its final disposition.

Drug tests shall be performed by a laboratory selected based on its meeting standards that are the same or at least comparable in scope and rigor, as those used by the National Institute on Drug Abuse to certify laboratories engaged in urine drug testing for federal agencies.

VII. Employee Rights:

Employees shall be entitled to representation during any interviews or discussions that could lead to a decision by the City to take adverse action against the employee, regardless of whether these interviews or discussions occur before or after the sample is taken. However, the employee may be ordered to take the test immediately, with or without representation.

The sample collection process shall include the opportunity for the employee to provide information about factors other than illegal drug use (such as taking legally prescribed medications) that could cause a positive test result.

The employee shall receive a full copy of any confirmed positive test results.

All confirmed positive samples shall be retained by the testing laboratory in secure frozen storage for one (1) year following the test. At the employee's request and expense, the sample may be retested by that laboratory or another laboratory of the employee's choice.

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VIII. Results of Drug and/or Alcohol Analysis:

A. Pre-employment Physicals

1. A positive result from a drug and/or alcohol analysis may result in the applicant not being hired where the applicant's use of drugs and/or alcohol could affect requisite job standards, duties or responsibilities.

2. If a drug screen is positive at the pre-employment physical, the applicant must provide, within twenty-four (24) hours of request, bona fide verification of a valid current prescription for the drug identified in the drug screen. If the prescription is not in the applicant's name or the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant may not be hired.

B. Existing Employees, Alcohol/Drug Tests

1. A positive result from a drug and/or alcohol analysis may result in disciplinary action, up to and including termination.

2. If the drug screen is positive, the employee must provide, within twenty-four (24) hours of request, bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his/her supervisor that he/she is taking a substance (prescribed or over-the-counter) that is likely to impair the employee's ability to perform his/her duties, the employee will be subject to disciplinary action, up to and including discharge.

3. If an alcohol or drug test is confirmed positive for alcohol or drugs, the City shall conduct an investigation to gather all facts. The decision to discipline or discharge will be carried out in conformance with applicable and pertinent discipline procedures.

IX. Confidentiality:

Laboratory reports or test results shall not appear in an employee's general personnel folder. Information of this nature will be contained in a separate confidential file that will be kept securely under the control of the Human Resources Manager. The reports or test results may be disclosed to City management on a strictly need-to-know basis and to the tested employee upon request. Disclosures, without employee consent, may also occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the employer and employee; (3) the information is to be used in administering

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an employee benefit plan; (4) the information is needed by medical personnel for the diagnosis or treatment of the employee who is unable to authorize disclosure.

SECTION VI—UNION RIGHTS

ARTICLE 47. TIME BANK

I. The City will provide a cumulative total of one hundred and twenty (120) hours per year released time for Union representatives to attend training seminars and schools for training in labor-management relations.

II. Union representatives shall be defined as follows:

Union President
Board Members
Grievance Committee Members
Bargaining Committee Members

II. On February 1 of each year, the Union will provide the City with a list of the Union representatives eligible to participate in training. Any changes to the list must be reported to the City on a timely basis.

SECTION VII – MISCELLANEOUS PROVISIONS

ARTICLE 48. MODIFIED/ALTERNATIVE DUTY ASSIGNMENTS

The provisions of the Administrative Guideline (AG) and Standard Operating Guideline (SOG) relating to Modified/Alternative Duty Assignments are incorporated by reference into this MOU. The City and Union agree to meet and confer over any proposed changes to this AG and SOG.

ARTICLE 49. PHYSICAL FITNESS PROGRAM

The provisions of the Administrative Guideline (AG) and Standard Operating Guideline (SOG) relating to the Physical Fitness Program are incorporated by reference into this MOU. The City and Union agree to meet and confer over any proposed changes to this AG and SOG.

ARTICLE 50. TIME OFF REQUESTS

The City and Union are meeting and conferring over the Administrative Guideline (AG) and Standard Operating Guideline (SOG) relating to Time Off Requests. Once the City and Union reach agreement on this AG and SOG, they are incorporated by reference

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into this MOU. The City and Union agree to meet and confer over any proposed changes to this AG and SOG.

ARTICLE 51. STAFFING, STATION ASSIGNMENTS, OUT-OF-CLASS ASSIGNMENTS, AND CALL BACK

The City and Union are meeting and conferring over Administrative Guidelines (AGs) and Standard Operating Guidelines (SOGs) relating to Staffing, Station Assignments, Out-of-Class Assignments, and Call Back. Once the City and Union reach agreement on these AGs and SOGs, they are incorporated by reference into this MOU. The City and Union agree to meet and confer over any proposed changes to these AGs and SOGs.

WHEREAS, the parties hereto have entered into this Memorandum on the day in the year first written above.

CITY OF ROCKLIN

By: _____
Carlos A. Urrutia, City Manager

ROCKLIN FIREFIGHTER'S UNION LOCAL
3847

By: _____

By: _____

APPENDIX A
CITY OF ROCKLIN
ROCKLIN FIREFIGHTER'S UNION LOCAL 3847
SALARY SCHEDULE
Effective 2/1/06 – 7/31/06

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Firefighter	4,008	4,209	4,419	4641	4,872
Fire Engineer	4,452	4,674	4,909	5,154	5,412
Fire Captain	5,089	5,343	5,611	5,891	6,186